

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 2/14/2013

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Non-Reimbursable Agreement with AT&T Alabama

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Non-Reimbursable Agreement with AT&T Alabama for Relocation of Utility Facilities on Public Right-of-Way Work for Holmes Avenue and Pinhook Creek Bridge Improvements, Project Nos. 65-04-BR07 & ACAA58618-DE-A195 (935)

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Agreement between City and AT&T Alabama for the relocation of AT&T's aerial copper cable to provide clearances for construction of a wider Holmes Avenue bridge and roadway over Pinhook Creek. No City funds involved in agreement

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Martin

Date: 1-29-13

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **2/14/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Relocation of Utilities**

Document Name: **Holmes Ave Bridge Replacement Project No. 65-04-BR07 & ACAA58618-DE-A195(935)**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**




Account Number: **N/A**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		1-29-13
2) Legal		2-1-13
3) Finance		2/4/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 13-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Non-Reimbursable Agreement with AT&T Alabama for Relocation of Utility Facilities on Public Right-of-Way Work for Holmes Avenue and Pinhook Creek Bridge Improvements, Project Nos. 65-04-BR07 & ACAA58618-DE-A195(935), in the County of Madison, Huntsville, AL, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Non-Reimbursable Agreement with AT&T Alabama for Relocation of Utility Facilities on Public Right-of-Way Work for Holmes Avenue and Pinhook Creek Bridge Improvements, Project Nos. 65-04-BR07 & ACAA58618-DE-A195(935)" consisting of a total of three (3) pages, and the date of February 14, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 14th day of February, 2013.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 14th day of February, 2013.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**NON-REIMBURSABLE AGREEMENT  
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER     ACAA58618-DE-A195(935) Bridge Replacement (Holmes Av)  
ATRIP NUMBER        \_\_\_\_\_  
CITY                    Huntsville, AL (Madison County)

THIS AGREEMENT is entered into by and between the CITY of Huntsville, acting by and through its CITY COUNCIL, hereinafter referred to as the CITY, and AT&T Alabama, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the CITY proposes a project of certain highway improvements in Huntsville, Alabama, said project being designated as Project No. ACAA58618-DE-A195(935) and consisting approximately of the following: relocating aerial copper cable and

WHEREAS, the UTILITY is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the CITY has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the UTILITY is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans as approved by the CITY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans are transmitted herewith and made a part hereof by reference. The UTILITY will furnish the CITY a copy of its "as built" plans at the completion of the relocation.
2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
5. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder,

including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

6. By signing this contract, the CITY and UTILITY affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
7. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made.
8. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability ( in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.
9. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The CITY will furnish the STATE, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the CITY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 15th day of January, 2013.

**WITNESS:**

Delora Luck Gregg

AT&T Alabama

(Legal Name of Utility)

**BY:**

Sharon Maze  
(Signature)

(Signature)

**Sharon Maze**

(Type or Printed Name)

Manager – AT&T AL Outside Plant & Eng Design

(Type or Printed Title)

308 Clinton Avenue West, 2<sup>nd</sup> Floor

(Address)

Huntsville, AL 35801

(Address)

RECOMMENDED FOR APPROVAL:

256-532-2088

(Telephone)

BY:

  
CITY ENGINEER/ENGINEER-OF-RECORD

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

## DIVISION ENGINEER

CITY OF HUNTSVILLE

BY:

MAYOR

APPROVED:

BY:

## INNOVATIVE PROGRAMS ENGINEER

DATE: \_\_\_\_\_